

CITY OF SAUSALITO
420 Litho Street, Sausalito, CA 94965

Addendum No. 1

Issued July 26, 2019

For

**Technical and Administrative Assistance for the Post-Disaster
Recovery Process for the Sausalito Blvd./Crescent Ave. Mud
Flow of February 14, 2019**

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NOTICE TO ALL PROPOSERS SUBMITTING PROPOSALS FOR THIS WORK:

You are hereby notified of the following information, changes, clarifications or modifications to the original Request for Proposal and subsequent Addenda. This Addendum shall supersede the original Request for Proposal and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein. All other conditions remain, UNCHANGED.

This Addendum is hereby made a part of the Request for Proposal ("RFP") to the same extent as though it were originally included therein.

Revisions:

1. Section 1 of the RFP, Introduction

Delete: "If the City decides to award the Agreement to a Proposer, it will be a fixed price agreement."

Replace with: If the City decides to award the Agreement to a Proposer, it will be a not-to-exceed price agreement.

2. Section 5 of the RFP, Administration and Coordination:

Delete: "The City is responsible for the procurement process and award and administration of the Agreement, in accordance with the City's contracting policies and procedures."

Replace with: The City is responsible for the procurement process and award and administration of the Agreement, in accordance with the City's contracting policies and procedures, including, but not limited to, the City's Procurement Procedures, which implement and supplement

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Sausalito Municipal Code, Chapter 3.30, and require compliance with all applicable state and federal laws and regulations.

3. Section 9 of the RFP, Nondiscrimination, Equal Opportunity and Other Requirements:

Subsection (A):

Delete:

“A. Nondiscrimination. The City hereby notifies all Proposers that it is the policy of the City to ensure nondiscrimination on the basis of race, color, national origin, or sex in the award and administration of contracts. Proposers are directed to carefully review Section 12.4, Equal Opportunity of Attachment 6, Professional Services Agreement, which sets forth the equal opportunity and DBE requirements for this Project. By submitting Proposals, Proposers certify to the assurances set forth therein and agree to be bound by their terms.”

Replace with:

A. Nondiscrimination. The City hereby notifies all Proposers that it is the policy of the City to ensure nondiscrimination on the basis of race, color, national origin, sex, creed, disability, handicap, age, or limited English proficiency in the award and administration of contracts. Proposers must not discriminate against any employee or applicant for employment, or exclude him or her from participation in or deny him or her benefits, on the basis of race, color, national origin, sex, creed, disability, handicap, age, or limited English proficiency. Proposers must also adhere to any other implementing regulations or other requirements that the Department of Homeland Security (“DHS”) or FEMA has with respect to nondiscrimination. Proposers are directed to carefully review Section 7, Consultant’s Responsibility, and Section 12.4, Equal Opportunity, of Attachment 6, Professional Services Agreement, which set forth the nondiscrimination and equal opportunity requirements for this Project. By submitting Proposals, Proposers certify to the assurances set forth therein and agree to be bound by their terms.

Add a new subsection (C):

Add:

C. Conflicts of Interest. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City of Sausalito’s Conflict of Interest Code.

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4. Section 10, Proposal Requirements:

Delete:

“C. Cost Proposal. Proposer shall provide a cost proposal with a not-to-exceed amount for the services identified in Section 7 of this RFP. Proposer must also set forth a schedule of hourly rates, proposed labor hours, overhead, material and proposed profit. Proposer’s subconsultants must submit cost proposals in the same format as Proposer’s cost proposal. The cost proposals of Proposer’s subconsultants must be depicted as a line item on Proposer’s cost proposal.”

Replace with:

C. Cost Proposal. Proposer shall provide a cost proposal with a not-to-exceed amount for the services identified in Section 7 of this RFP. Proposer must also set forth a schedule of hourly rates, proposed labor hours, overhead, material and proposed profit. Proposer’s subconsultants must submit cost proposals in the same format as Proposer’s cost proposal. The cost proposals of Proposer’s subconsultants must be depicted as a line item on Proposer’s cost proposal.

5. Attachment 2 – Cost Proposal

Delete this Attachment.

6. Attachment 6 – Professional Services Agreement

Section 4, Compensation:

Delete:

“In consideration of the performance of the Services described in Section 1 pursuant to the schedule set forth in Section 3, Consultant will be compensated based on the hourly rates set forth in Attachment 2 to the Request for Proposals, with a not-to-exceed amount of \$ _____, which includes Consultant’s reimbursable expenses and markup and must not be exceeded without the express approval of the City as provided for in Section 5 below. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Services. Consultant will be paid in monthly increments based on the portion of the Services provided during the preceding calendar month as documented in an invoice submitted in accordance with City requirements.”

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Replace with:

In consideration of the completion of the Scope of Services, Consultant will be compensated based on a schedule of hourly rates, proposed labor hours, overhead, material and proposed profit with a not-to-exceed amount of \$ _____ which shall not be exceeded without the express approval of the City as provided in Section 5 below. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full not-to-exceed amount that may be due and owed the Consultant in connection with performance of the Services. Consultant will be paid in monthly increments based on the portion of the Services provided during the preceding calendar month as documented in an invoice submitted in accordance with City requirements.

7. Section 7, Consultant's Responsibility:

Add to end:

Consultant must not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Consultant also must not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him or her benefits, or subject him or her to discrimination. Consultant must adhere to any Federal implementing regulations and other requirements that the Department of Homeland Security ("DHS") and FEMA have with respect to nondiscrimination.

END OF ADDENDUM NO. 1

Issued By: City of Sausalito
Andrew Davidson
Senior Engineer
California Civil Engineer C048210
Sealed 26 July 19
Expires 30 June 20



ACKNOWLEDGED

Proposer's Signature

A signed copy of this addendum is to be submitted as a part of the proposal package for the subject project. Failure to do so may subject the Proposer to Disqualification.